

THIS SPACE FOR BTR USE

770220

REPORT OF REQUEST FOR RESTRICTIVE TRADE PRACTICE OR BOYCOTT  
MULTIPLE TRANSACTIONS (Sheet No. 1)

(For reporting requests described in Part 369 of the Export Administration Regulations)

Pursuant to Section 4A (b) (2) of the Export Administration Act of 1969, as amended (50 U.S.C. App. 2401 et. seq.), information regarding the quantity, description, and value of any articles, materials and supplies, including technical data and other information, to which this report relates will be kept confidential when the reporting person certifies that disclosure would place a United States person involved at a competitive disadvantage, unless the Secretary of Commerce determines that disclosure thereof would not place such United States person at a competitive disadvantage or that it would be contrary to the national interest to withhold the information.

A

BATCH

2

5

MONTH/YEAR

6

9

This report is required by law (50 U.S.C. App. §2403-1a(b); P.L. 95-52; E.O. 12002; 15 CFR Part 369). Failure to report can result both in criminal penalties, including fines or imprisonment, and administrative sanctions.

**INSTRUCTIONS:** This form may not include a transaction report that is filed late, nor indicate a decision on request other than those coded in Item 4 below. It may be used to report on behalf of another United States person if all transactions apply to the person identified in Item 2, but may not be considered as a dual report on behalf of both persons identified in Item 1a and Item 2. Limit each report to 75 transactions or less. Attach as many continuation sheets as needed. Enter sheet number and name of reporting firm on each continuation sheet (starting with Sheet No. 2). List each transaction across the sheet, completing all items that apply. Use as many lines as necessary, but separate transactions with a blank space or line. Assemble original report forms and accompanying documents as a unit, and submit intact and unaltered. Assemble and submit a duplicate set of report forms and documents, marked with the legend "PUBLIC INSPECTION COPY." If the reporting firm certifies that disclosure of certain information specified in Item 5 below would result in competitive disadvantage, the public inspection copy (report forms and accompanying documents) must be edited accordingly.

## 1a. Identify firm submitting this report:

## Specify firm type:

Name: Koch Refining International PTE. LTD.  
Address: 4111 E. 37th Street North  
City, State and ZIP: Wichita, Kansas 67220  
Country (if other than USA):  
Telephone: (316) 828-5138  
Firm Identification No. (if known): 278003

- ☐ Exporter  
☐ Bank  
☐ Forwarder  
☐ Carrier  
☐ Insurer  
☒ Other Seller

## 1b. Check any applicable box:

- ☐ Revision of a previous report (attach two copies of the previously submitted report)  
☐ Resubmission of a deficient report returned by BTR (attach form letter that was returned with deficient report)  
☐ Report on behalf of the person identified in Item 2

## 2. If you are authorized to report and are reporting on behalf of another U.S. person, identify that person (e.g., domestic subsidiary, controlled foreign subsidiary, exporter, beneficiary):

Name:  
Address:  
City, State and ZIP:  
Country (if other than USA):  
Type of firm: (see list in item 1a)  
Firm Identification No. (if known):

## 3. REQUESTING DOCUMENT CODES (use to code Column 6 of continuation sheet)

- C Request to carrier for blacklist certificate (submit two copies of blacklist certificate or transcript of request)  
U Unwritten, not otherwise provided for (make transcript of request and submit two copies)  
L Letter of credit  
R Requisition/purchase order/accepted contract/shipping instruction  
B Bid invitation/tender/proposal/trade opportunity  
Q Questionnaire (not related to a particular dollar value transaction)  
9 Other written

Submit two copies of each document or relevant page in which the request appears.

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## 4. DECISION ON REQUEST CODES (use to code Column 7 of continuation sheet)

- R Have not taken and will not take the action requested  
T Have taken or will take the action requested

5. Unless indicated otherwise by checkmark in the box below, I(we) certify that disclosure to the public of the information regarding quantity, description, and value of the commodities or technical data contained in the attached continuation sheets would place a United States person involved at a competitive disadvantage, and I(we) request that it be kept confidential. I(We) certify that all statements and information contained in this report are true and correct to the best of my(our) knowledge and belief.

Sign here in ink

(Signature of person completing report)

Type or print

Steven H. Carter

Date

04/28/98

(Name and title of person whose signature appears on line to left)

☐ I(We) authorize public release of all information contained in this report.

<div>Column (2) Also enter firm identification number assigned to exporting firm, if known. (6) Use codes found on Sheet No. 1 to specify type(s) of document conveying the request. (7) Use codes found on Sheet No. 1 to indicate whether action taken or not taken. (8) Enter reporting firm's reference number (e.g., letter of credit, customer order, invoice). This number must appear on corresponding copy of document or relevant page. Attach copies in same order as listed on continuation sheet(s).</div>		<div>SHEET NO. 2 of 2</div> <div>REPORTING FIRM (Name) Koch Refining International PTE. LTD.</div>		<div>FORM ITA-6051P-a (REV. 3-83)</div> <div>REPORT OF REQUEST FOR RESTRICTIV MULTIPLE TRANSACTION</div>			
<div>RSN SUBSET RTP/CLASS OTHER PARTY FIN  (1)</div>	<div>NAME AND ADDRESS OF EXPORTING FIRM INVOLVED  (unless same as Item 1a or Item 2 on Sheet No. 1)  (2)</div>	<div>BOYCOTTING COUNTRY  (3)</div>	<div>BOYCOTTED COUNTRY OR COUNTRIES  (4)</div>	<div>DATE REQUEST RECEIVED BY FIRM (month/day/year) (5)</div>	<div>REQUEST- ING DOCUMENT CODE (6)</div>	<div>DECISION ON REQUEST CODE (7)</div>	<div>YOUR REFERENCE NUMBER  (8)</div>
<div>THIS SPACE FOR BTR USE</div>		<div>Qatar</div>	<div>Israel</div>	<div>01/30/98</div>	<div>R</div>	<div>R</div>	<div>SA980367</div> <div>(Remove stub from public inspection copy at perforation if confidentiality is requested in Sheet No. 1)</div>

DESTINATION RESTRICTION AND CERTIFICATION:

(1) IT IS A CONDITION OF THE AGREEMENT THAT THE OIL PURCHASED MAY NOT, IN ANY EVENT, BE SOLD SUPPLIED OR DELIVERED, DIRECTLY OR INDIRECTLY, TO ANY PORT OR PORTS IN THE STATE OF ISRAEL OR TO ANY DESTINATION WHICH AT THE TIME OF DISPOSAL IS DECLARED AN EMBARGOED DESTINATION BY THE GOVERNMENT OF THE COUNTRY IN WHICH THE OIL IS PRODUCED OR A DESTINATION PROHIBITED BY THE TERMS ON WHICH SELLERS HAVE ACQUIRED THE OIL, PROVIDED THAT IF BUYERS ARE, OR ARE LIKELY TO BE, PREVENTED BY ANY LAW POLICY DEMAND OR REQUEST TO WHICH THEY ARE SUBJECT OR ANY GOVERNMENTAL POLICY DEMAND OR REQUEST BY WHICH BUYERS REASONABLY CONSIDER THEY ARE BOUND FROM COMPLYING WITH THE ABOVE, SELLERS AND BUYERS SHALL MEET AND DISCUSS THE IMPLICATIONS FOR BUYERS AND SELLERS AND, PENDING RESOLUTION ON ANY DIFFICULTY WHICH SUCH LAW CAUSES OR IS LIKELY TO CAUSE, SELLERS MAY AT THEIR DISCRETION SUSPEND IN WHOLE OR IN PART SUPPLIES HEREUNDER.

(2) BUYERS SHALL PROVIDE SELLERS WITH A CERTIFICATE OF DISCHARGE FOR THE OIL PURCHASED UNDER THIS AGREEMENT. THE CERTIFICATE OF DISCHARGE SHALL BE PREPARED ON HEADED STATIONERY BY THE VESSEL'S AGENTS AT THE DISCHARGE PORT AND ATTESTED BY AN OFFICIAL SEAL AND SIGNATURE OF THE CUSTOMS AUTHORITIES OR LOCAL CHAMBER OF COMMERCE. THE CERTIFICATE SHALL REACH SELLERS WITHIN FOUR MONTHS OF THE BILL OF LADING DATE. THE CERTIFICATE SHOULD INCLUDE THE NAMES OF THE LOADING AND DISCHARGE PORTS, THE DATES OF LOADING AND DISCHARGE, THE GRADES AND VOLUMES INVOLVED, THE VESSEL NAME, DETAILS OF LIGHTERING OR SHIP-TO-SHIP TRANSFER IF APPLICABLE, AND THE NAMES OF BOTH THE AGENTS AT THE DISCHARGE PORT AND THE CONSIGNEE. IN THE EVENT THAT ANY SPECIFIC DETAILS IS NOT AVAILABLE, BUYERS WILL PROVIDE SEPARATE ADVICE TO COVER SUCH OMISSION.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, SELLER CANNOT BE REQUIRED TO VIOLATE ANY LAW, REGULATION, OR POLICY TO WHICH IT IS SUBJECT; NOR SHALL SELLER BE REQUIRED TO TAKE ANY ACTION WHICH WOULD SUBJECT SELLER TO ANY PENALTIES UNDER SUCH LAW, REGULATION, OR POLICY, INCLUDING SPECIFICALLY ANY RELEVANT U.S. LAW.

LAW AND ARBITRATION:

THE PROPER LAW OF THIS AGREEMENT IS ENGLISH LAW AND ENGLISH LAW SHALL BE USED FOR INTERPRETING THE AGREEMENT AND FOR RESOLVING ALL CLAIMS OR DISPUTE ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT (WHETHER BASED IN CONTRACT IN TORT OR ON ANY OTHER LEGAL DOCTRINE).

ANY SUCH CLAIM OR DISPUTE NOT SETTLED BY NEGOTIATION SHALL BE SETTLED BY ARBITRATION IN LONDON BEFORE A SINGLE ARBITRATOR AGREED UPON BY BOTH PARTIES OR IF NOT SO AGREED APPOINTED IN ACCORDANCE WITH THE ENGLISH ARBITRATION ACTS AS AMENDED FROM TIME TO TIME. THE ARBITRATION SHALL BE CONDUCTED IN ENGLISH AND THE ARBITRATION AWARD SHALL BE FINAL WITHOUT APPEAL TO THE COURTS.

BUYER OR SELLER SHALL NOT IN ANY EVENT RELATING TO THIS TRANSACTION BE LIABLE FOR INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES.

#### PRODUCT SAFETY DATA SHEET (PSDS)

IN ORDER TO COMPLY WITH UK REGULATIONS REGARDING THE PROVISION OF HEALTH, SAFETY AND ENVIRONMENTAL INFORMATION ABOUT THE CRUDE OIL DELIVERED HEREUNDER TO BUYERS, SUPPLIER'S CURRENT PRODUCT SAFETY DATA SHEET FOR CRUDE OIL (PSDS) HAS BEEN OR SHALL BE DISPATCHED TO THE BUYER BY REGISTERED POST AT THE CONTACT ADDRESS GIVEN IN THIS PART 1. IF BUYER TRANSFERS ALL OR PART OF THE CRUDE OIL TO ANY OTHER PERSON(S), IT IS STRONGLY RECOMMENDED THAT BUYER PASS ON TO SUCH PERSON(S) SUBSTANTIALLY THE SAME HEALTH, SAFETY AND ENVIRONMENTAL INFORMATION AS HAS BEEN PROVIDED TO BUYER BY SELLER.

NOTHING HEREIN SHALL RELIEVE BUYER OF ITS DUTIES IN RELATION TO THE SAFE AND PROPER EVALUATION, STORAGE, USE, TRANSPORT AND DISPOSAL OF THE CRUDE OIL SOLD HEREUNDER.

OTHER TERMS:  
TO THE EXTENT THAT THEY ARE NOT IN CONFLICT WITH THE ABOVE TERMS, ALL OTHER TERMS SHALL BE AS PER QGPC GENERAL TERMS AND CONDITIONS, AMENDED AS FOLLOWS:

#### ARTICLE 7 - QUALITY, MEASUREMENT AND SAMPLING

7.6 DELETE ``SIXTY (60) DAYS'' AND REPLACE AS ``FORTY-FIVE (45) DAYS''

#### ARTICLE 8 - DELIVERY AND TITLE

8.2 AND 8.3:

ADD ``IN NO EVENT SHALL BUYER BE LIABLE FOR INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES.''

#### ARTICLE 9 - NOMINATION PROCEDURE

9.5 EIGHTH LINE:

DELETE: BEGINNING WITH ``OR INDIRECTLY,'' THROUGH THE REMAINDER OF THE PARAGRAPH.

9.7 DELETE

9.9 AFTER ``ABOVE'' ADD ``AND AS AMENDED''

#### ARTICLE 10 - LOADING PROCEDURE

10.6 DELETE ``AND PRODUCTS DERIVED THEREFROM'' AND;  
DELETE ``OR INDIRECTLY'' AND;  
DELETE LAST PARAGRAPH